



STATE OF GEORGIA

**DEPARTMENT OF ADMINISTRATIVE SERVICES
(DOAS)**

ON BEHALF OF

THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH

REQUEST FOR PROPOSALS

FOR THE

NURSING HOME CASE MIX TECHNICAL ASSISTANCE

RFP NUMBER 41900-001-0000000013

Released on April 8, 2004

TABLE OF CONTENTS

SECTION

A. SCOPE OF SERVICES AND REQUIREMENTS

1. [Project Summary Schedule](#)
2. [Contract Term](#)
 - a. [Project Statement of Work](#)
 - a. [Mandatory Project Specifications](#)
[Performance Measures](#)

B. INSTRUCTIONS AND INFORMATION

3. [Process for Submitting Proposals](#)
4. [Evaluation Criteria](#)
[Standard Terms and Conditions](#)

<u>APPENDIX A</u>	AGREEMENT TO MANDATORY PROJECT SPECIFICATIONS
<u>APPENDIX B</u>	REQUIRED CONTENT OF PROPOSALS
<u>APPENDIX C</u>	COST PROPOSAL FORM
<u>APPENDIX D</u>	PROPOSAL FORM
<u>APPENDIX E</u>	CONTRACT SAMPLE
<u>APPENDIX F</u>	SMALL OR MINORITY BUSINESS FORM
<u>APPENDIX G</u>	PROJECT SPECIFIC BACKGROUND
<u>APPENDIX H</u>	GLOSSARY
<u>APPENDIX I</u>	DRUG FREE WORKPLACE CERTIFICATE
<u>APPENDIX J</u>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND PROPOSED DEBARMENT
<u>APPENDIX K</u>	NONPROFIT ORGANIZATION DISCLOSURE FORM
<u>APPENDIX L</u>	CONFIDENTIALITY STATEMENT
<u>APPENDIX M</u>	BUSINESS ASSOCIATE AGREEMENT
<u>APPENDIX N</u>	VENDOR LOBBYIST DISCLOSURE FORM
<u>APPENDIX O</u>	CASE MIX REPORT EXAMPLES
<u>APPENDIX P</u>	RFP QUESTIONS AND ANSWERS FORM

A. SCOPE OF SERVICES AND REQUIREMENTS

1. PROJECT SUMMARY

The Georgia Department of Community Health (DCH) is requesting proposals for Nursing Home Case Mix Technical Assistance. The objective of this procurement is to obtain the services of a qualified firm to calculate a quarterly method by which a health care provider measures the service needs of the patient population, which may be based on age, medical diagnosis, severity of illness, or length of stay for each nursing home. Proposals must be received no later than 1:00 P.M. Eastern Daylight Savings Time on May 17, 2004; proposals should be sent to:

Department of Administrative Services
State Purchasing Office
200 Piedmont Avenue, SE
Suite 1308 (Bid Room), West Tower
Atlanta, GA 30334-9010
Attn: Wilma L. Norsworthy

2. SCHEDULE

This request for proposals will be governed by the following schedule:

April 8, 2004	Release of RFP
April 19, 2004	Deadline for Written Questions
April 26, 2004	Questions and Answers Posted (on/about) GA Procurement Registry website
May 17, 2004	Proposals Due
June 7, 2004	Contract Award (on/about)
July 1, 2004	Contractor Begins Work

3. CONTRACT TERM

The Contract shall begin on July 1, 2004 and shall continue until the close of the then current State fiscal year, (June 30, 2005). DCH shall have the option, exercisable in its sole discretion, to renew this Contract upon the same terms and conditions, for three (3) additional periods of one (1) Fiscal Year each. The annual renewal of the Offeror's contract shall be based on the availability of funds and the Offeror's successful contract performance the preceding year. Contract award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Award Amendments. The successful Offeror shall begin providing the appropriate service under this program upon the award of the Contract.

4. PROJECT STATEMENT OF WORK

(a) Mandatory Project Specifications

The following areas have been determined as technical mandatory requirements for the project. **The successful Offeror must propose on each of these areas. Failure to meet any mandatory requirement may cause rejection of Offeror's proposal.** The specifications detailed within this section will be developed into a checklist that will require the firm to agree to all of the mandatory project specifications listed and firms will be required to return Appendix A as a part of their technical proposal. These mandatory requirements should be addressed in enough detail in the technical proposal to allow the evaluation team to comprehend the Offeror's ability to perform as described in the following task.

1. Case Mix Data Compilation and Analysis
 - a. Prepare and send instructions for the Office of Regulatory Services (ORS) of the Georgia Department of Human Resources to use to extract Minimum Data Set (MDS) data.
 - b. Update data extract procedures, as necessary, based on changes in MDS format or changes in federal MDS information systems.
 - c. Receive quarterly MDS data extracts from ORS when forwarded by DCH.
 - d. Update MDS database, as necessary, based on changes in MDS format or changes in federal MDS information systems.
 - e. Update MDS database from the data extracts from prior periods with new data.
 - f. Calculate the quarterly case mix and Cognitive Performance Scale (CPS) scores for each nursing home.
 - g. Record data changes identified by nursing homes based on their review of preliminary case mix reports (corrections now submitted as paper reports may change to corrections submitted electronically; the contractor will be responsible for development of such a revised data application);
 - h. Calculate updated case mix and CPS scores for each nursing home, by using the corrected data and relative weights determining by DCH,
2. Case Mix Data Reporting
 - a. Prepare quarterly MDS reports and data files and transmit to DCH.
 - b. Prepare preliminary reports of facility-specific data for distribution to all Georgia nursing homes.
 - c. Update MDS reports and data files after payer type corrections.
 - d. Case mix reports should be completed in accordance with the following quarterly schedule:
 - DCH identifies last day of calendar quarter as the effective date for MDS assessment
 - Period allowed for nursing home to transmit assessment – 30 days after end of quarter
 - Period allowed for data compilation and case mix report production – 15 days after previous step
 - Period allowed for nursing home to review case mix report and submit corrections to DCH – 15 days after previous step
 - Period allowed for MDS data update, final case mix report production and rate notice – 15 days after previous step

3. Upper Payment Limit Calculations and Reporting
 - a. Use MDS data collected for the case mix adjustment calculation to determine the payment rate that Medicare would apply for services provided to Medicaid patients.
 - b. Calculate the UPL rate adjustment at least twice during an annual basis; a more frequent calculation will be necessary, if Medicare payment rates are revised more than once during an annual period.
 - c. Advise the Department about the method and timing of any changes in Medicare payment rates in writing.
 - d. Use MDS data to calculate UPL (Upper Payment Limit) rate adjustments for nursing homes.
 - e. Determine Medicare payment rates based on MDS data reported for each Medicaid patient in a nursing home. UPL rate adjustments are based on a facility-specific measure of the difference between Medicare and Medicaid payment rates for services provided to Medicaid patients.
 - f. Use MDS data collected for the case mix adjustment calculation to determine the payment rate that Medicare would apply for services provided to Medicaid patients, for purposes of the UPL rate adjustment calculation.

4. Technical Assistance
 - a. Provide technical assistance related to provider training programs, MDS data analysis and other potential applications of MDS, as needed.
 - b. Provide 80 hours of technical assistance and four (4) site visits to the Department's offices for each annual period.

5. Project Organization and Staffing

Provide the following shall be addressed for the Project Organization and Staffing Qualifications:

 - a. Proposed Organizational Chart for the Project;
 - b. Description of Responsibilities for All Proposed Staff;
 - c. Names and Resumes of Key Staff Proposed (be specific here); and
 - d. Time Commitments of Proposed Staff (full time/part time and/or number of man days/months/year per person over the course of the project and references.

6. Proposed Technical Approach

Proposed Approach to Performing, Including Timeline:

 - a. Description of approach that will fully address the requirements of this RFP.
 - b. Proposed staff responsible for the training and educational efforts of the personnel assigned to fulfill the functions of this contract as well as a training schedule with location, date and time.
 - c. Description of the authority the on-site director has to commit resources in addition to those contained in the proposal.
 - d. Description of timeline that indicates the steps anticipated as being necessary to effectively implement the Nursing Home Case Mix Program.

- e. Proposed methodology for benchmarking performance.
- f. A work plan for the project, which meets the stated deadlines of the State.

For each deliverable, describe the scope, duration or milestone date and delivery, inspection and acceptance criteria that will be used by the receiving department contract manager or a project timeline with milestones, etc. (Appendix O.1-3)

7. Company Background, Experience and Reference

Description of firm's experience with similar projects: The size and overall experience of the Offeror with large organizations should be described. Capabilities and experience in applying technology should be included. Also, experience with other governmental entities should be described with references provided. Reference checks will be conducted as a part of this RFP. If an Offeror is doing business with the State of Georgia, similar State or large entity, their performance will be taken under consideration in the selection process.

8. Disaster Contingency Plan

The contractor will maintain a disaster contingency plan designed to minimize any disruption to the case mix program. It is the sole responsibility of the contractor to maintain adequate backup to ensure continued automated and manual processing.

At a minimum, the disaster contingency plan must include the following:

- procedures utilized to minimize the loss of required records in the event of fire, flood or other disaster;
- assuming the loss of the primary processing or operation site of the Agreement, continue the processing of the DCH transactions within five (5) working days of loss of primary processing at the operations site.
- backup procedures and support to accommodate the loss of on-line communications between the processing site of the contractor and the DCH. These procedures must specify an alternate location in the event the system is down in excess of two (2) working days unless otherwise approved by the DCH;
- a detailed file backup plan and procedures, including the off-site storage of crucial transaction and master files. The plan and procedures will include a detailed schedule of backing up critical files and their rotation to an off-site storage facility. The off-site storage facility will also provide for comparable security of the data stored there, including fire sabotage and environmental considerations;

- the maintenance of current system documentation and source program libraries; and
- the availability of the Disaster Contingency Plan and procedures for review by the DCH or the State Auditor on request.

A draft Disaster Contingency Plan including all above requirements shall be submitted to the DCH Program Manager for review and approval by September 1, 2004. The final approved Disaster Contingency Plan must be submitted to DCH as a formal Agreement deliverable within ten (10) working days of receiving DCH required revisions to the draft.

(b) Performance Measures

Successful vendor performance in this project is critical to the Department. In the event the successful Offeror fails to meet these requirements identified in the RFP, the Department shall seek to obtain liquidated damages identified in this contract.

B. INSTRUCTIONS AND INFORMATION

5. PROCESS FOR SUBMITTING PROPOSALS

◆ **Content of Proposal**

The Technical proposal must be submitted using the format as indicated in ([Appendix B](#)). The Offeror must complete and return Appendix B with the Technical Proposal. Use the checklist and follow the format. Label all responses to the corresponding requirement in Appendix B.

Provide as much detail as possible to allow the evaluation committee to have a clear understanding of the proposed solution. The Offeror's Technical Proposal must address those items identified in Section 4.a (1 through 6), and 4.b **Mandatory Requirements** as well as the following requirements.

◆ **Project Organization and Staffing**

Proposed Organization and Staffing for the Project and Staff's Qualifications, including the following:

- a. Proposed Organizational Chart for the Project;
- b. Description of Responsibilities for All Proposed Staff;
- c. Names and Resumes of Key Staff Proposed (be specific here); and
- d. Time Commitments of Proposed Staff (full time/part time and/or number of man days/months/year per person over the course of the project and references.

◆ **Proposed Technical Approach**

Proposed Approach to Performing, Including Timeline:

- a. Description of approach that will fully address the requirements of this RFP.
- b. Proposed staff responsible for the training and educational efforts of the personnel assigned to fulfill the functions of this contract as well as a training schedule with location, date and time.
- c. Description of the authority the on-site director has to commit resources in addition to those contained in the proposal.
- d. Description of timeline that indicates the steps anticipated as being necessary to effectively implement the Nursing Home Case Mix Program.
- e. Proposed methodology for benchmarking performance.
- f. A work plan for the project, which meets the stated deadlines of the State.

For each deliverable, describe the scope, duration or milestone date and delivery, inspection and acceptance criteria that will be used by the receiving department contract manager or a project timeline with milestones, etc. (Appendix O.1-3)

◆ **Preparation of Proposal**

- Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

◆ **Packaging of Proposal**

- The proposal must be divided into two sealed packages – a technical proposal and a cost proposal and plainly marked as:

Name of Company
Technical Proposal or Cost Proposal (as applicable)
RFP 41900-001-000000013
May 17, 2004

◆ **Number of Proposal Copies**

Please submit an original and five (5) copies of the technical proposal, and an original five (5) copies of the cost proposal.

◆ **Submission of Proposals**

Please submit proposals to:

Department of Administrative Services
State Purchasing Office
200 Piedmont Avenue, SE
Suite 1308, (Bid Room) West Tower
Atlanta, GA 30334-9010
Wilma L. Norsworthy

All proposals must be delivered to the above office no later than 1:00 P.M. Eastern Daylight Savings Time on May 17, 2004. Proposals received after the above date and time will not be considered. Faxed or e-mailed proposals will not be accepted.

◆ **Reference Checks**

Reference checks will be conducted as a part of this RFP. If an Offeror is doing business with the State of Georgia, similar State or large entity, their performance will be taken under consideration in the selection process.

Client performance references for immediate **past 3 years** and in addition **should include any other states and governmental entities.**

DCH will consider the performance history from proposed Offerors who have or are currently doing business with DCH or the State of Georgia as a provider or both in the Administrative phase of this procurement.

◆ **Inquiries**

Questions about this RFP must be directed in writing in the format as shown at Appendix P, via e-mail, to:

Wilma L. Norsworthy
Contracting Officer
Department of Administrative Services
State Purchasing Office
200 Piedmont Avenue, SE

Suite 1308, West Tower
Atlanta, GA 30334-9010
Email: wnorswor@doas.ga.gov

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any State employee other than the contracting officer listed above regarding this RFP except during the pre-proposal conference. The State reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the State.

◆ **Rejection of Proposals/Cancellation of RFP**

The State of Georgia reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State or its taxpayers. It is also within the right of the State to reject proposals that do not contain all elements and information requested in this document. The State of Georgia shall not be liable for any losses incurred by the Proposers throughout this process.

6. EVALUATION CRITERIA

The evaluation of proposals received on time will be conducted in the following four phases:

◆ **Administrative Review**

The proposals will be reviewed for the following administrative requirements:

- (a) Separately sealed technical proposal and cost proposal
- (b) Only technical information is included in the technical proposal
- (c) All documents requiring a signature have been signed

◆ **Requirements Review**

The proposals that pass the administrative review will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily in Appendix A.

◆ **Technical Review**

The technical proposals that pass the requirements review will be reviewed for quality and completeness and can receive a maximum of 600 points. The following listing provides the maximum points available for each factor in the evaluation.

◆ **Technical Weighting Distribution**

The proposals that pass the requirements review will be reviewed for quality and completeness and can receive a maximum of 600 points. The following listing provides the maximum points available for each factor in the evaluation:

	Points
(a) Case Mix Data Compilation and Analysis	50
(b) Case Mix Data Reporting	50
(c) Upper Payment Limit Calculations and Reporting	50
(d) Technical Assistance	50
(e) Company Background and Experience and References	200
(f) Project Organization and Staff	75
(g) Proposed Technical Approach	100
(h) Disaster Contingency Plan	<u>25</u>
TOTAL	600

◆ **Technical Evaluations**

A technical proposal can receive a maximum of 600 points. Technical proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Only technical proposals that receive 450 points (75%) or more will have the accompanying cost proposal evaluated under Cost Review.

For those Technical proposals that receive 450 or more points, their scores will be adjusted to maintain the balance between the technical and cost components. The proposal with the highest score will be adjusted up to 600 points. All other proposals with 450 or more points will receive a prorated technical score to maintain the balance between competing proposals.

$$P/H \times 600 = V$$

Where: P = Technical score of the proposal being adjusted
H = Original technical score of the highest ranking proposal
V = Assigned points for proposal being adjusted

The Offeror **MUST provide** information on the following, which the State will evaluate and assign points. While the RFP may be “general” in nature, proposal responses must be “specific” in content.

◆ **Cost Review**

Use the Cost Proposal form only ([Appendix C](#)).

Cost evaluations will be performed by the DOAS Contracting Officer and will have a maximum of 400 points. The proposals that pass the technical review will have their cost proposals reviewed and can receive a maximum of 400 points. Cost proposals must be on a fixed price basis. The proposal with the lowest total cost will be awarded 400 points. All other proposals will receive a prorated cost score to maintain the balance between competing proposals.

$$L/R \times 400 = Z$$

Where: L = Total cost of the proposal with the lowest total cost
R = Total cost of the proposal being ranked
Z = Assigned points

Identification of Apparent Successful Offeror

The resulting cost proposal scores will be combined with the technical proposal scores to identify the apparent successful firm.

7. STANDARD TERMS AND CONDITIONS

◆ **Addenda**

The State reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Georgia Procurement Registry, <http://www.procurement.state.ga.us>; Proposers should check this web page daily for new information.

◆ **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the State.

◆ **Contract Discussions**

Prior to award, the apparent successful firm may be required to enter into discussions with the State to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions initiated with the second highest scoring firm.

◆ **Confidentiality Requirements**

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Georgia Open Records Act. The State cannot protect proprietary data submitted in proposals.

◆ **ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the American Disabilities Act (ADA). Provisions will be made to make the required services provided easier and more accessible. Call the Contracting Officer at 404- 657-6000 in advance if special arrangements are required. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages for the speech and hearing impaired, in strict confidence.

◆ **Financial Information**

The State is concerned about Proposers financial capabilities to perform, therefore, please provide sufficient data to allow for an evaluation of the Offeror's firm's financial capabilities.

◆ **Proposal Authorization**

In accordance with the provisions of the Official Code of Georgia Annotated 50-5-67(a), the Department of Administrative Services (DOAS) has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response to this request in the same manner as competitive sealed bids and shall be opened in the same manner as competitive sealed bids. All proposals submitted as a result of this request shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, and specifications.

◆ **Drug Free Workplace**

The apparent successful firm must certify to DCH that a drug-free workplace will be provided for Contractor's employees during the performance of the Contract as required by the "Drug-Free Workplace Act", O.C.G.A. § 50-24-1, et seq. and applicable federal law. The apparent successful firm will secure from any subcontractor hired to work in a drug-free workplace such similar certification. Any false certification by the apparent successful firm or violation of such certification, or failure to carry out the requirements set forth in the Code, may result in the apparent successful firm being suspended, terminated or debarred from the performance of this Contract. (See Drug Free Workplace Certificate, Appendix I).

APPENDIX A

AGREEMENT TO MANDATORY PROJECT SPECIFICATIONS

All mandatory requirements listed in Section A.4.a. of the RFP are presented below. Proposer should indicate their understanding of these mandatory requirements to include sub activities and their agreement to satisfy these mandatory requirements by placing the word “Yes” by each requirement.

This checklist is provided for the convenience of Proposers, but it is the proposer’s responsibility to review the entire RFP and ensure response is made to all requirements.

Failure to place “yes” by each mandatory requirement may cause the Department to reject the proposal.

Proposers must meet all of the following mandatory requirements to include sub-requirements identified in Section A.4.a.

- A. Case Mix Data Compilation and Analysis
- B. Case Mix Data Reporting
- C. Upper Payment Limit Calculations and Reporting
- D. Technical Assistance
- E. Company Background and Experience
- F. Project Organization and Staff
- G. Proposed Technical Approach
- H. Disaster Contingency Plan

Authorized Signature

Print Name

Date

APPENDIX B

REQUIRED CONTENT OF PROPOSALS

The proposal must be submitted using the format as indicated in Appendix B. It should address Section A.4.a. including the Proposer's Background and Experience, Project Organization and Staffing, Proposed Technical Approach and Corporate Experience.

This appendix will identify what information should be submitted within the proposal in response to this RFP and the order in which it should appear. More information regarding the process to follow when submitting the proposal is described within the RFP (Section 5).

Proposer should indicate required documents are included within the proposal and the location of those documents by placing the word "Yes" by each requirement and specifying the page or reference number where that document is located.

This checklist is provided for the convenience of proposer, but it is the proposer's responsibility to review the entire RFP and ensure response is made to all requirements.

Failure to place 'yes' by each requirement may cause the Department to reject the proposal.

Unless otherwise indicated, Proposers must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
_____	_____	1. <u>Cover Letter</u> The proposal should contain a cover letter and introduction, including: the company name, address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
_____	_____	2. <u>Proposal Form</u> The proposal must contain a signed proposal form (Appendix D).
_____	_____	3. <u>Agreement to Mandatory Project Specifications</u> The proposer should indicate its agreement to all of the Mandatory Specifications for this project by completing (Appendix A).
_____	_____	4. <u>Contract Exceptions</u> The contract that the State intends to use is identified as (Appendix E). Any exceptions to the Contract must be submitted and clearly identified with the Proposer's Technical Proposal. If None, state the word "None".

5. Small or Minority Business Form

The Proposer should indicate its classification as a Small Or Minority Business by completing (Appendix F).

6. Summary of Understanding of the Proposed Services

The Proposer should indicate their understanding of the requested services and describe how it proposes to service the DCH. The Proposer must include the following information: *(See Section B.5. Proposed Technical Approach).*

7. Company Background

- i. A description of the Proposer's firm's background and history. Please include principals of the firm and their backgrounds. Describe ownership structure and provide relevant information.
- ii. A list of all corporate offices and indicate which office will service this account(s).
- iii. A broad overview of the Proposer's firm, including any parent, affiliated or subsidiary company, and any business partners. Provide an organization chart of the Proposer's firm and describe the relationship between each component of the firm.
- iv. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
- v. Disclose whether, within the last five years, the organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
- vi. A description of the level of coverage of professional liability insurance the Proposer's firm carries. List the insurance carrier(s) supplying coverage.
- vii. A full biography for each firm employee that will be assigned to this account.
- ix. A list of all current clients covered by the individual(s) that will cover this account.
- x. A description of the Proposer's firm's experience with other government organizations
- xi. Disclose in detail certification to DCH that a drug-free workplace will be provided for Contractor's employees during the performance of the Contract as required by the "Drug-Free

Workplace Act”, O.C.G.A. § 50-24-1, et seq. and applicable federal law (Appendix I).

- xii. The Proposer shall certify that it is not presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any federal or State agency (Appendix J).
- xiii. The Proposer shall disclose in detail the agreement to comply at all times with the provisions of the Federal Single Audit Act (hereinafter called the Act) as amended from time to time, all applicable implementing regulations, including but not limited to any disclosure requirements imposed upon non-profit organizations by the Georgia Department of Audits as a result of the Act (Appendix K).
- xiv. The Proposer shall disclose in detail how confidential information shall be treated and that it is obtained or viewed by it or through its staff and subcontractors performance under this Contract as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations (Appendix L).
- xv. The Proposer shall disclose acknowledgement and understanding that HIPAA may require the successful Offeror and DCH to sign a Business Associate Agreement or other documents for compliance purposes, including but not limited to “Attachment M” (Business Associate Agreement).
- xvi. The Proposer shall indicate their understanding, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6
- xvii. The Proposer shall also state and warrant that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et. seq. and all other applicable law, including but not limited to registering with the State Ethics Commission (Appendix N).

8. Corporate Experience

- i. Description of firm’s experience similar projects: The size and overall experience of the Offeror with large organizations should be described. Also experienced with Medicaid case mix payment systems, use of MDS data, use of federal MDS information systems and calculation of Medicare for nursing home services.

- ii. Financial Statements of the applicable legal entity for each of the last two (2) fiscal years, including at a minimum balance sheets, statements of income, statement of changes in financial position, auditor reports and annual reports.
- iii. Description of Firm's Experience Specifically with Governmental Operations: Specific experience with federal, other State and local governments should be described.
- iv. The Proposer must demonstrate knowledge and experience of UPL calculations for nursing home services through documented experience.
- v. The Proposer must demonstrate knowledge of federal restrictions on use of MDS data through documented experience.

_____ _____

9. Statement of Work

- i. Please address each item in Section A.4.a, focusing on the Proposer's ability to perform each required service for the State including the description of experience in Nursing Home Case Mix Projects, Corporate, Background and Experience, Project Organizational Staff and Technical Approach.

_____ _____

10. References

- i. A list of the names and addresses of at least three clients who have hired the Proposer's firm for similar services as detailed in this RFP during the past three years, including the name, title, and telephone number of the contact person.
- ii. DCH will consider the performance history from proposed Offerors who have or are currently doing business with DCH or the State of Georgia as a provider or both in the Administrative phase of this procurement.

_____ _____

11. Completed Appendix B

Complete the required content of proposal and return with proposal.

APPENDIX C
COST PROPOSAL

Vendor Name: _____

Total Contract Value for ALL Requirements including G & A* \$ _____**

*G & A = **all** General and Administrative Costs, Profits, Travel, per diem, and **ALL** costs associated with this contract.

****This is the figure that will be used in the evaluation.**

Where there is a reference in the RFP to deliverables, submission requirements or other response and contract performance discussions, said reference might not include all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to and price **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

Authorized Signature

Print Name

Date

APPENDIX D

PROPOSAL FORM

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual (<http://www.doas.state.ga.us>) as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by State Purchasing, Department of Administrative Services, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) **(120 days is the recommended period; however, this period of time can be modified to fit the specific requirements of the RFP)** days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. has not been violated and will not be violated in any respect.

The Vendor also certifies that the Vendor and its Lobbyists have complied with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

APPENDIX E

CONTRACT

**STATE OF GEORGIA
DEPARTMENT OF COMMUNITY HEALTH
NURSING HOME CASE MIX TECHNICAL ASSISTANCE
RFP NUMBER # 41900-001-0000000013
CONTRACT NUMBER #**

AGREEMENT made by and between **Insert Vendor Name** hereinafter referred to as “Contractor”, and the **Georgia Department of Community Health**, an agency of the State of Georgia hereinafter referred to as **DCH**”.

WHEREAS, the Georgia Department of Administrative Services, “DOAS”, is charged with the responsibility of procuring goods and services on behalf of state agencies pursuant to OCGA 50-5-050 et seq.; and

WHEREAS, **DCH** has caused Request for Proposals Number 41900-001-0000000013, the “RFP”, to be issued through DOAS; and

WHEREAS, **DCH** has received from Contractor a proposal in response to the RFP, “Contractor’s Proposal”; and

WHEREAS, Contractor’s Proposal was deemed to be the proposal most advantageous to the State;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

1. Subcontractor Payment Quarterly Report

On the tenth day of the first month of each calendar quarter, the Contractor shall provide a report of all payments, which together total more than \$2500 to any single subcontractor, supplier, business partner, joint venture and/or agent, which the contractor has used to fulfill the requirements of this contract. The report shall provide the name of the business, their Federal Employment Identification (FEI) number, the purchase order or contract number and the amount paid. Again, reports are due on the 10th day of January, April, July, and October for the previous quarter. All reports shall be forwarded to: Department of Administrative Services, Office of Small and Minority Business, 200 Piedmont Avenue, West Tower, Atlanta, GA 30334.

2. Incorporation of Documents

The RFP (and any documents referenced therein) and Contractor's Proposal (including any best and final offer) are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between the language of the RFP and the Contractor's Proposal, the language in the RFP shall govern. In the event of a conflict between the language of this Contract and any other document or instrument incorporated herein, the language of this Contract shall govern.

3. Services/Statement of Work

Contractor agrees to provide all of the goods, services and other deliverables required in the RFP, plus those goods, services and deliverables as may additionally be described in Contractor's Proposal (collectively, the "Deliverables").

4. Inspection Of Work Performed

DCH or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

5. Contractor's Personnel and Staffing

Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified, as required in the RFP and specified in Contractor's Proposal, to perform the work required herein. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by **DCH**. Staffing will include the named individuals at the levels of effort proposed.

Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with the RFP and Contractor's Proposal. Contractor warrants that Contractor will comply with all staffing/personnel obligations set out in the RFP, including but not limited to those pertaining to security, health, and safety issues.

6. Use of State Vehicles

State vehicles shall not be used in the performance of this Contract.

7. Payment for Services

Payment shall be made by **DCH** to Contractor for services, that are actually performed, and, if applicable, products actually delivered, in accordance with the specifications of the Request for Proposal. The procedure for billing and payment for Contractor Services and other deliverables shall be that specified in the Request for Proposal.

Notwithstanding anything in the RFP or Contractor's Proposal, **DCH** shall have the right to withhold or deduct payments in the event of Contractor nonperformance.

8. Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, **DCH** shall withhold from the Contractor liquidated damages of \$250 per working day of delay of Appendix O.1-3. However, once liquidated damages reach \$45,000, the contract shall be terminated and the Contractor shall be liable for **DCH** cost to secure substitute performance.

9. Independent Contractor Relationship

In its relationship with **DCH** and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of

Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of **DCH** or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

10. Duration of Contract/Renewal

This Contract shall commence on July 1, 2004, and shall continue through the end of the then current State fiscal year (July 1 - June 30). **DCH** shall have the option, exercisable in its sole discretion, to renew this Contract upon the same terms and conditions, for three (3) additional periods of one (1) fiscal year each.

11. Funding

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that **DCH**, as an agency of the State of Georgia, is prohibited from pledging the State's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of **DCH** as of that moment. **DCH** shall remain obligated to pay for Services performed and accepted by **DCH** prior to such termination. The determination of **DCH** of the events stated above shall be conclusive.

12. Indemnification

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the State of Georgia, **DCH** and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs, or expenses, including attorneys' fees, for bodily injury or property damage, of any nature, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor.

This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the situation giving rise to the claim; or the Indemnity claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties is partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events.

The indemnification does not apply to the extent of the intentional misconduct or sole negligence of the Indemnitees, their officers, or employees.

To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnitees, and the Fund, and insurers participating thereunder, to the full extent of this indemnification.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss, or

damage entered into by Contractor shall be binding upon Indemnitees unless approved in writing by Indemnitees.

13. Publicity

Any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor shall identify DCH as sponsoring institutions, and shall not be released prior to approval by DCH's; however, Contractor may reference this Contract in proposals for other contracts without DCH approval.

14. Ownership of Documents

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of DCH and all right, title, and ownership interest in any such documents shall vest in DCH immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

15. Insurance

Contractor shall procure and maintain insurance that shall protect the Contractor and the State from any claims for bodily injury, property damage, or personal injury, which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish the State an insurance certificate listing the State as certificate holder. The insurance certificate will document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:

- A. Name and address of authorized agent.
- B. Name and address of insured.
- C. Name of insurance company (licensed to operate in Georgia).
- D. Description of coverage in standard terminology
- E. Policy period.
- F. Policy Number.
- G. Limits of liability.
- H. Name and address of certificate holder.
- I. Acknowledgment of notice of cancellation to the State.
- J. Signature of authorized agent.
- K. Telephone number of authorized agent.
- L. Details of policy exclusions in comments section of Insurance Certificate.

Contractor is required to maintain the following insurance coverages for the duration of the Contract:

- M. Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor qualifies to pay its own workers' compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

- N. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have DCH dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- O. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have DCH dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.
- P. Commercial Umbrella Policy (Occurrence), that must provide the same or broader coverages than those provided for in the above Commercial
- Q. General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000. Professional Liability Policy (Occurrence) that will be required on all privately contracted medical professionals (i.e. physicians, nurses, psychiatrists, dentists, pharmacists, etc.). Policy limits shall be \$1,000,000 per occurrence with a \$3,000,000 annual aggregate.
- R. Environmental Impairment Liability (Claims Made) - Policy Limits shall be \$1,000,000 per occurrence with a \$3,000,000 annual aggregate. This policy (and any required tail coverages) must provide and maintain a retroactive date to the date on which the Contract commences as set forth in Paragraph 3 "Contract Term". When the Contract is terminated or otherwise expires, the Contractor must provide a three-year tail for reporting claims.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to **DCH**. Certificates of Insurance showing such coverage to be in force shall be filed with DCH prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to **DCH**. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

16. Performance Bond (NOT APPLICABLE FOR THIS CONTRACT)

Contractor shall obtain at Contractor's own expense a performance bond issued by a surety company authorized to do business in the State of Georgia in an amount equal to the value of the Contract for 12 (twelve) months for all work that may be undertaken pursuant to the Contract. The performance bond shall be in the form of the performance bond attached to this Contract as Contract Exhibit 1".

17. Obligations to Maintain Confidentiality

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any

work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for **DCH** may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of The Contract.

Additionally, the Contractor agrees to assist DCH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its related amendments, rules, procedures, and regulations. To that end, the Contractor will cooperate and abide by any requirements mandated by HIPAA or any other applicable law. The Contractor acknowledges that HIPAA may require the Contractor and DCH to sign a Business Associate Agreement or other documents for compliance purposes, including but not limited to “Appendix M” (Business Associate Agreement). The Contractor agrees to cooperate with DCH on these matters and to sign whatever documents are required for HIPAA compliance and to abide by their terms and conditions.

18. Termination

DCH shall have the right to terminate this contract in whole, or any assignment of work made to Contractor hereunder, for any reason, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Except as otherwise stated herein, Contractor shall receive compensation for any of the services performed and accepted prior to such termination in accordance with terms and conditions of this Contract. Notwithstanding any other provisions of this Section, DCH may terminate this Contract immediately without further notice upon the occurrence of a material breach of this Contract by the Contractor.

19. Parties Bound

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

20. No Assignment, Delegation or Subcontracting without DCH Consent

Except as may be expressly agreed to in writing by DCH, Contractor shall not subcontract, assign, delegate, or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. Contractor shall not assign or otherwise transfer any of its rights, interests or benefits under this Contract, without the prior written consent of **DCH**. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract. Contractor shall give DCH immediate written notice by registered or certified mail of any action or suit filed against it by any subcontractor and of any claim made or suit filed against Contractor, any subcontractor, or supplier that is, in any way, related to this Contract.

21. Cooperation with other Contractors

In the event that DCH has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

22. Contractor Accounting Requirements
Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the “Records”) to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to GAAP/GASB and the costs properly applicable to the Contract shall be readily ascertainable there from.
23. Records Retention
Contractor agrees to make available at all reasonable times during the period set forth below any of the Records of the contracted work for inspection or audit by any authorized representative of DOAS or the Georgia State Auditor. Contractor shall preserve and make available its Records for a period of five (5) years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims, or exceptions have been disposed of.
24. Time of the Essence
Time is of the essence.
25. Trading with State Employees
The provisions of Official Code of Georgia Annotated, Sections 45-10-20 et seq., have not and must not be violated under the terms of this Contract.
26. Governing Law/Venue
This contract is deemed to be made under and shall be construed in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.
27. Taxes
Contractor shall forthwith pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. DCH makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity. Upon request DCH shall provide Contractor with a certificate of any tax exemptions, which apply, to this Contract.
28. Amendments in Writing
Except, which apply, as provided in this Contract, no amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of all parties.
29. Section Titles not Controlling
The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

30. Notices

All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or three days after mailing. Notice shall only be given to the following persons or officials at the following addresses:

A. Contractor:

Contractor Address
Contractor Address
Contractor Address
Contractor Address

B. DCH

Agency Address
Agency Address
Agency Address
Agency Address

31. Compliance with Laws and DCH Policies

Contractor shall perform its obligations hereunder in accordance with all applicable Federal, State, and local governmental laws and regulations now or hereafter in effect. Contractor and Contractor's personnel shall also comply with all State and DCH policies and standards in effect during the performance of the Contract, including but not limited to DCH policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor agrees that any failure by Contractor or Contractor's personnel to comply with any of the obligations of this Section may be treated by DCH as a material breach of this Contract by Contractor.

32. Entire Contract

This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

33. Severability

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part" of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

34. Limitation of Liability/Exceptions

Except as otherwise provided in this Contract, Contractor shall not be liable to DCH and the State of Georgia for remote or consequential damages. Nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against DCH and the State.

35. Drug-Free Workplace

Contractor hereby certifies as follows:

- A. Contractor must not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, as defined under Official Code of Georgia Annotated Section (“OCGA”) 50-242(5) and Section 50-24-3(b), throughout the duration of this Contract.
- C. Contractor must secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: “As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to Contractor that a drug-free workplace must be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of OCGA 50-24-3.”

Contractor may be suspended, terminated, or debarred if it is determined that:

1. Contractor has made false certification here in above; or
2. Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3E.

36. Conflict Resolution

Any dispute concerning a question of fact arising under the Contract that is not disposed of by agreement shall be decided by the Contract Administrator who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the Contract Administrator shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of such copy, Contractor mails or otherwise furnishes a written appeal to the Commissioner of DCH. The decision of the Commissioner or his duly authorized representative for the determination of such appeal shall be final and conclusive unless otherwise determined by a court of competent jurisdiction. In connection with any appeal proceeding under this provision, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending a final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract.

37. Prohibition of Gratuities and Lobbyist Disclosures

Contractor, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.

Contractor also states and warrants that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et. seq.

and all other applicable law, including but not limited to registering with the State Ethics Commission. In addition, Contractor states and warrants that no federal money has been used for any lobbying of state officials, as required under applicable federal law. For the purposes of this Contract, vendor lobbyists are those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state.

38. Conflict of Interest

No official or employee of the State of Georgia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the proposed Contract.

The proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any material manner or degree with, or have a material adverse effect on the performance of its services hereunder. The proposer further covenants that in the performance of the Contract no person having any such interest shall be employed.

All of the Parties hereby certify that the provisions of O.C.G.A. §45-10-20 through §, which prohibit and regulate certain transactions between state officials and employees and the State of Georgia, have not been violated and will not be violated in any respect throughout the term.

Each person signing below on behalf of a party represents that she/he is duly authorized and fully empowered to bind such party to this contract. The parties hereto acknowledge that they have read and understand this contract, and agree to be bound by all terms and conditions of this contract, as indicated by their signing of this contract document on the dates set out below.

GEORGIA DEPARTMENT OF COMMUNITY HEALTH

By: _____ Date: _____
Commissioner

CONTRACTOR:

By: _____ Date: _____

Printed Name and Title _____

DOAS STATE PURCHASING REPRESENTATIVE, SIGNED AS TO FORM:

By: _____ Date: _____
Manager, Acquisitions and Commodities

APPENDIX F

SMALL OR MINORITY BUSINESS FORM

Can your company be classified as a **SMALL BUSINESS** by the following definition?

- ◆ **Small Business** – defined as an independently owned and operated entity that has either fewer than one hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year.
(State Statute 50-5-121)

- **YES** - If yes, please check the following reason(s) that apply:
 Less than 100 employees or Less than \$1,000,000 in gross annual receipts.
- **NO**

◆ **Minority Owned Business Enterprise**

Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

- ◆ **Minority Owned Business** – means a business that is 51% owned or controlled by one or more minority persons.

Please indicate below if your firm is 51% owned or controlled by one of the minority groups listed.

African American	%	Asian American	%
Hispanic / Latino	%	Pacific Islander	%
Native American	%		

Ownership

American Citizen YES NO

Are any of your suppliers minority and/or small business enterprises? Yes No

If Yes, please indicate the percentage of minority companies represented. %

Company Name _____ Phone No. _____
 Address _____ Fax No. _____
 _____ E-Mail _____
 City _____ State _____ Zip _____
 Owner Name _____ Signature _____
 Print or Type

If awarded a contract as a result of this solicitation, do you anticipate employing any small or minority subcontractors? Yes No If yes, can you identify them at this time?

Please mark as appropriate for your business: Small Business _____ Minority Business _____

Company Name _____ Phone No. _____
 Address _____ Fax No. _____
 _____ E-Mail _____
 City _____ State _____ Zip _____

APPENDIX G

PROJECT SPECIFIC BACKGROUND

Created in 1999, the Department of Community Health is the lead planning agency for all health issues in the State such as health care policy, purchasing and regulation. The Department is responsible for:

- Insuring over two million Georgians;
- Administering a budget exceeding \$7 billion;
- Planning for coverage of uninsured Georgians, currently an estimated one million persons; and
- Coordinating health planning for State agencies.

The largest in Community Health, the Division of Medical Assistance administers the Medicaid program, which provides health care for people who are aged, blind, disabled or indigent. Nursing Facility Services is one program covered under the Division of Medical Assistance. Nursing Home Facility Services is described as the following:

- Covers institutional care for recipients who are unable to remain at home or in the community;
- The quality of nursing home care is regulated by the Office of Regulatory Services, a part of the Georgia Department of Human Resources;
- Accounted for 20% of the total Medicaid benefits expenditures in FY 2002; and
- Reimbursement: Per diem rates are calculated from standardized cost reports. Allowable costs are determined using Department policy, federal principles of reimbursement and audits of cost reports.

The Department currently utilizes a case mix based method to determine payment rates for nursing home services. This payment method takes into account a patient's clinical condition when determining a payment rate. The clinical condition is determined by Minimum Data Set (MDS) data that is used to classify a patient into a Resource Utilization Groups (RUG) classification. Each RUG classification is assigned a Case Mix Index value or weight. This weight represents the relative cost of caring for a resident in that group and is used to adjust costs for direct patient care when calculating a payment rate. This case mix adjustment, applied on a quarterly basis, is the primary factor that separates a case mix based payment system from a traditional cost based payment system.

APPENDIX H

GLOSSARY

Case Mix Index Value – represents the relative cost of caring for an average continuing care resident within a group compared to the average resident in the population.

CPS (Cognitive Performance Scale) - Identifies patients with Moderately Severe Impairment, Severe Impairment and Very Severe Impairment (severe issues of dementia and cognitive function).

Department - State of Georgia Department of Community Health

DOAS - State of Georgia Department of Administrative Services

Fiscal Agent - A contractor performing multiple functions in support of the Medicaid and State Health Benefit Plan program including processing and auditing claims for payment and performs certain other related functions, as required, as an agent for the State.

Fixed Price Basis – A calculation of the price in which the total is a fixed lump sum or an amount made up of fixed unit prices.

Georgia Vendor Manual – This manual can be downloaded and viewed on the Internet at DOAS web page at www.doas.state.ga.us.

LTC (Long Term Care) – Long term health care is the variety of services necessary for someone who requires some form of daily, ongoing assistance. This may include such things as housekeeping, financial management, bathing, dressing, transferring from a bed or chair, as well as assistance with meal preparation, feeding and toileting. While people often think of this as care for elders, there are many physical and mental conditions that require long term care at younger ages as well.

MDS (Minimum Data Set) - Long Term Care Resident Assessment Instrument used to describe a nursing home member's needs and for determining eligibility for nursing home placement

O.C.G.A. - Official Code of Georgia (State statutes)

Offeror – Any corporation, company, organization, or individual, that responds to this RFP with a full proposal.

ORS – Office of Regulatory Services, Georgia Department of Human Resources

Proposer – See Offeror. A firm that submits a proposal in response to this RFP.

RFP (Request for Proposals) - the document that describes to prospective Offerors the requirements, terms and conditions and technical information.

RUG - Resource Utilization Group

UPL – Upper Payment Limit

APPENDIX I

DRUG FREE WORKPLACE CERTIFICATE

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS makes a determination regarding the award of the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice under subparagraph 4. b) from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4. b), with respect to any employee who is so convicted;
 - a) Taking appropriate personnel action against such an employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Contractor

Signature

Date

APPENDIX J

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS



Federal Acquisition Regulation 52.209-5, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (March 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - A. Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
 - B. Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) contract or subcontract; violation of federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, evasion, or receiving stolen property; and
 - C. Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has has not within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) “Principals,” for purposes of this certification, means officers, directors, owners, partners, and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that if any of the items in paragraph (a) of this provision exist will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s

responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsive.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Offeror:

By: _____

Signature

Date

Name and Title

APPENDIX K

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH
NONPROFIT ORGANIZATION DISCLOSURE FORM**

Notice to all DCH Contractors: Pursuant to Georgia law, nonprofit organizations that receive funds from a State organization must comply with audit requirements as specified in O.C.G.A. § 50-20-1 *et seq.* (hereinafter “the Act”) to ensure appropriate use of public funds. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve or expand its operations. The term nonprofit organization includes nonprofit institutions of higher education and hospitals. For financial reporting purposes, guidelines issued by the American Institute of Certified Public Accountants should be followed in determining nonprofit status.

The Department of Community Health (DCH) must report contracts with nonprofit organizations to the Department of Audits and must ensure compliance with the other requirements of the Act. Prior to execution of any contract, the potential contractor must complete this form disclosing its corporate status to DCH. This form must be returned, along with proof of corporate status, to: Elvina Calland, Director, Contract and Procurement Administration, Georgia Department of Community Health, 35th Floor, 2 Peachtree Street, N.W., Atlanta, Georgia 30303-3159.

Acceptable proof of corporate status includes, but is not limited to, the following documentation:

- Financial statements for the previous year;
- Employee list;
- Employee salaries;
- Employees’ reimbursable expenses; and
- Corrective action plans.

Entities that meet the definition of nonprofit organization provided above and are subject the requirements of the Act will be contacted by DCH for further information.

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CORPORATE STATUS: (check one) For profit _____ Nonprofit _____

I, the undersigned duly authorized representative of _____ do hereby attest that the above information is true and correct to the best of my knowledge.

Signature

Date

APPENDIX L

**STATE OF GEORGIA
THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH
2 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-3159**

**CONFIDENTIALITY STATEMENT
FOR SAFEGUARDING INFORMATION**

I, the undersigned, understand, and by my signature agree to comply with Federal and State requirements (**References: 42 CFR 431.300 – 431.306. Chapter 350-5 of Rules of Georgia Department of Community Health**) regarding the safeguarding of Medicaid information in my possession, including but not limited to information which is electronically obtained from the fiscal agent while performing contractual services with the Department of Community Health, its agents or contractors.

Individual's Name: (typed or printed): _____

Signature: _____ Date: _____

Telephone No.: _____

Company or Agency Name and Address: _____

APPENDIX M

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this 14th day of July, 2004 is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH”) and _____ (hereinafter referred to as “Contractor”) to Contract No. _____ between DCH and Contractor.

WHEREAS, DCH is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information (“PHI”);

WHEREAS, Contractor, under Contract No. _____ (hereinafter referred to as “Contract”), may provide functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 (“Privacy Rule”):
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by DCH.
3. **Unless otherwise required by Law, Contractor agrees:**
 - A. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
 - B. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 - C. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
 - D. That its agents or subcontractors are subject to the same obligations that apply to Contractor under this Agreement and Contractor agrees to ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement.

- E. To report to DCH any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Contractor agrees to make such report to DCH in writing in such form as DCH may require within twenty-four (24) hours after Contractor becomes aware.
- F. To make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 at the request of DCH or an Individual, within five (5) business days after request of DCH or of the Individual. Contractor also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- G. To provide access to PHI in a Designated Record Set, to DCH upon request, within five (5) business days after such request, or, as directed by DCH, to an Individual. Contractor also agrees to provide DCH with written confirmation that access has been granted in such format and within such time as DCH may require.
- H. To give DCH, the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or their designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after DCH, the Secretary or their designees request such access or otherwise as DCH, the Secretary or their designees may require. Contractor also agrees to make such information available for review, inspection and copying by DCH, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DCH, the Secretary or their designees in such form, format or manner as DCH, the Secretary or their designees may require.
- I. To document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.
- J. To provide to DCH or to an Individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit DCH to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.

4. Unless otherwise required by Law, DCH agrees:

That it will notify Contractor of any new limitation in DCH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.

That it will notify Contractor of any change in, or revocation of, permission by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

That it will notify Contractor of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the

extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

5. **Term of this Agreement** shall be effective as of July 1, 2004, and shall terminate when all of the PHI provided by DCH to Contractor, or created or received by Contractor on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

A. Termination for Cause. Upon DCH's knowledge of a material breach by Contractor, DCH shall either:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DCH;
- (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.

B. Effect of Termination.

Except as provided in paragraph (A.) (2) of this Section, upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from DCH, or created or received by Contractor on behalf of DCH. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Neither Contractor nor its agents nor subcontractors shall retain copies of the PHI.

- (1) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall send DCH detailed written notice of the specific reasons why it believes such return or destruction not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DCH determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DCH may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.
- (2) If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.
- (3) Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

C. Conflicting Termination Provisions.

In the event of conflicting termination provisions or requirements, with respect to PHI, the termination provisions of Section 5 in this Business Associate Agreement shall control and supercede and control those in the underlying Contract.

6. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DCH to comply with applicable Medicaid laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable Medicaid laws, rules and regulations and the laws of the State of Georgia shall supercede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.
7. All other terms and conditions contained in the Contract and any amendment thereto, shall remain in full force and effect.

SIGNATURE PAGE

Individual's Name: (typed or printed): _____

*Signature: _____ Date: _____

Title: _____

Telephone No.: _____ Fax No. _____

Company or Agency Name and Address: _____

* Must be President, Vice President, CEO or other authorized officer

**Must be Corporate Secretary

APPENDIX N



GEORGIA DEPARTMENT OF
COMMUNITY HEALTH

**VENDOR LOBBYIST DISCLOSURE AND
REGISTRATION CERTIFICATION FORM**

Pursuant to Executive Order Number 10.01.03.01 (the "Order"), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires "Vendor Lobbyists," defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

- Contractor *does not have any* lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.
- Contractor *does have* lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

Contractor

Date

Signature

Title of Signatory

APPENDIX O.1

**Georgia Department of Community Health
Listing of Residents
Most Recent Assessment with Effective Date up to 9/30/2003
Assessments Received as of 11/03/2003**

Provider Number: LTC12345678
Provider Name: XYZ Nursing Home

Print Date: 11/12/2003

<u>AA&a,b</u>	<u>Resident Name</u>	<u>SSN</u>	<u>Effective Date (R2b)</u>	<u>Code</u>	<u>Classification Category</u>	<u>ID</u>	<u>CPS Score</u>	<u>Payment Source</u>	<u>Payment Source Correction</u>
03	Aaaa, Aaaa	123456789	08/01/2003	SSB	Special Care / ADL 15-16	999999	Borderline	Medicaid	_____
05	Bbbb, Bbbb	987654321	09/01/2003	CB1	Clinically Complex / ADL 6-8	888888	Mild Impairment	Other	_____
XX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXX	XXXXXXXXXXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	_____
XX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXX	XXXXXXXXXXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	_____
XX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXX	XXXXXXXXXXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	_____
XX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXX	XXXXXXXXXXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	_____
XX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXX	XXXXXXXXXXXXXXXXXXXXXX	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	_____

Summary - Number of Residents, Overall CMI Averages and Medicaid CMI Average

Medicaid Residents: 109 Overall CMI: 1.1212 CMI for Medicaid Payment Rate: 1.1345 Residents Included in CPS Add-On: 51, 46.79%
Medicare Residents: 10 Overall CMI: 1.1913
Other Residents: 8 Overall CMI: 1.1215
Total Residents: 127 Overall CMI: 1.1267

APPENDIX O.2

**Georgia Department of Community Health
Facility CMI Summary
Most Recent Assessment with Effective Date up to 9/30/2003
Assessments Received as of 11/03/2003**

Print Date: 11/12/2003

<u>Provider No. / Name</u>	<u>- All Patients -</u>		<u>----- Medicaid -----</u>				<u>-- Medicare --</u>		<u>-- All Other --</u>	
	<u>No.</u>	<u>CMI</u>	<u>No.</u>	<u>CMI</u>	<u>adj CMI</u>	<u>CPS</u>	<u>No.</u>	<u>CMI</u>	<u>No.</u>	<u>CMI</u>
LTC12345678 XYZ Nursing Home	127	1.1267	109	1.1212	1.1345	46.79%	10	1.1913	8	1.1215
LTC98765432 ABC Nursing Home	81	1.1225	77	1.1105	1.1284	23.38%	0	0.0000	4	1.3538
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx
LTCxxxxxxxxxxxxxxxxxxxxxxxx	xx	xxxxx	xx	xxxxx	xxxxx	xxxxx	xx	xxxxx	xx	xxxxx

APPENDIX O.3

**Georgia Department of Community Health
 Estimated Medicare PPS Rates at April 1, 2001 for Medicaid Patients
Summary of Most Recent Assessments for July – September 2000
 Assessments Received as of 11/27/2000**

Provider Number: LTC12345678

Provider Name: XYZ Nursing Home

Medicare Category	No. of Medicaid Residents	Labor Related Rate	Non-Labor Related Rate	Residents X Labor Related Rate	Residents X Non-Labor Related Rate
PA1	14	107.54	30.56	1,505.56	427.84
PA2	0	110.69	31.46	0.00	0.00
PB1	7	111.75	31.75	782.25	222.25
PB2	1	112.79	32.05	112.79	32.05
PC1	2	126.47	35.94	252.94	71.88
PC2	1	127.52	36.24	127.52	36.24
PD1	12	132.79	37.74	1,593.48	452.88
PD2	5	134.90	38.33	674.50	191.65
PE1	3	140.16	39.83	420.48	119.49
PE2	0	142.26	40.44	0.00	0.00
BA1	1	109.64	31.16	109.64	31.16
BA2	0	118.05	33.55	0.00	0.00
BB1	0	127.52	36.24	0.00	0.00
BB2	0	130.69	37.14	0.00	0.00
IA1	2	114.89	32.66	229.78	65.32
IA2	0	119.10	33.85	0.00	0.00
IB1	8	129.64	36.84	1,037.12	294.72
IB2	3	131.74	37.44	395.22	112.32
CA1	15	164.60	46.79	2,469.00	701.85
CA2	0	174.64	49.64	0.00	0.00
CB1	5	175.90	49.98	879.50	249.90
CB2	0	184.69	52.49	0.00	0.00
CC1	5	194.73	55.35	973.65	276.75
CC2	0	211.05	59.97	0.00	0.00
SSA	4	197.24	56.05	788.96	224.20
SSB	1	202.25	57.48	202.25	57.48
SSC	3	212.30	60.34	636.90	181.02
SE1	0	217.32	61.76	0.00	0.00
SE2	2	244.94	69.62	489.88	139.24
SE3	0	283.85	80.66	0.00	0.00
RLA	1	179.43	51.00	179.43	51.00
RLB	0	214.18	60.86	0.00	0.00
RMA	0	227.05	64.53	0.00	0.00
RMB	0	241.62	68.67	0.00	0.00
RMC	0	270.76	76.95	0.00	0.00
RHA	0	231.82	65.88	0.00	0.00
RHB	1	253.11	71.93	253.11	71.93
RHC	0	275.53	78.30	0.00	0.00
RVA	0	266.14	75.63	0.00	0.00
Medicare Category	No. of Medicaid Residents	Labor Related Rate	Non-Labor Related Rate	Residents X Labor Related Rate	Residents X Non-Labor Related Rate
RVB	0	291.91	82.96	0.00	0.00
RVC	0	301.99	85.82	0.00	0.00
RUA	0	336.10	95.52	0.00	0.00

RUB	0	355.16	100.94	0.00	0.00
RUC	0	394.38	112.08	0.00	0.00
Total	96			14,113.96	4,011.17
	total x wage index		(0.8329)	11,755.52	
	average			122.45	41.78

APPENDIX P

FORM FOR SUBMITTING WRITTEN QUESTIONS

Written Questions for RFP No.	41900-001-0000000013
RFP Title	

Company Name	
Date:	
Deadline for written questions	April 19, 2004, 1:00 PM EDST

Type your question in the question section. Leave the answer section blank. All written should be sent to wnorswor@doas.ga.gov before the deadline.

NOTE: You are NOT limited to ten (10) questions.

	Question	Answer (leave blank)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		